

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW MEXICO HISTORIC PRESERVATION DIVISION,
DEPARTMENT OF CULTURAL AFFAIRS
AND
SANTA FE COUNTY**

I. INTRODUCTION

This Memorandum of Understanding (MOU) recognizes mutual interests, concerns, and responsibilities in the creation and implementation of a volunteer SiteWatch Program in Santa Fe County, New Mexico. The Parties to this MOU are the State Historic Preservation Officer (“the SHPO”) on behalf of the New Mexico Historic Preservation Division of the Department of Cultural Affairs, (“the HPD/DCA”), and Santa Fe County, a political subdivision of the state of New Mexico (“the County”).

II. DEFINITIONS

A. “Cultural Resources” means any structures, places, sites, or objects having historic, archaeological, scientific, architectural, or other cultural significance.

B. “Parties” means the New Mexico Historic Preservation Division of the Department of Cultural Affairs and Santa Fe County.

C. “SiteWatch Coordinator” means the person identified by HPD/DCA as the primary point of contact and responsibility for all SiteWatch programs in the State.

D. “Santa Fe County SiteWatch Coordinator” or “County Coordinator” means the person identified by County as the primary point of contact for the County’s Program responsibilities under this MOU.

E. “SiteWatch Regional/Chapter Coordinator” means the person appointed by the HPD/DCA SiteWatch Coordinator to oversee the Program for Santa Fe County region and the primary point of contact for the HPD/DCA’s Program responsibilities under this MOU.

F. “Santa Fe County SiteWatch Program” or “Program” means the volunteer program of recurring visitation by non-governmental volunteers of historic, cultural, and archeological resources within Santa Fe County’s jurisdiction.

G. “SiteWatch Advisory Council” means the statewide group established by the SHPO and HPD/DCA SiteWatch Coordinator comprised of the HPD/DCA appointed Regional/Chapter Coordinators (including Santa Fe County’s), the representatives of participating federal and state agencies (including the Santa Fe County SiteWatch Coordinator, and other members as may be designated by SHPO and the the SiteWatch Coordinator.

H. “SiteWatch Steward” or “Site Steward” means a non-governmental, private citizen volunteer, certified by HPD/DCA and specifically identified by the SiteWatch County Coordinator to regularly visit a Program site.

III. PURPOSE

The historic, cultural, and archaeological sites of the State of New Mexico are a valuable and non-renewable resource to the citizens of New Mexico, Santa Fe County, and the United States. Many historic, cultural, and archaeological sites throughout New Mexico, including those located in Santa Fe County, are currently subject to vandalism and other forms of disturbance or destruction. This detrimental activity continues, in part, due to the public's limited awareness of the true value of the resources and limited governmental surveillance of these locations. The Parties believe that a cooperative program of recurring visitation of historic, cultural, and archeological resources within Santa Fe County by non-governmental volunteers will help diminish the rate of vandalism, disturbance and destruction of these resources.

IV. TERMS

- A. The Parties hereby agree to cooperate in implementing a volunteer program to be called the Santa Fe County SiteWatch Program, ("the Program"). The Program will operate under the guidance of the HPD/DCA, as the agency in charge of state-wide program coordination and volunteer training. Assumption of this leadership role shall not impose any additional liabilities on the HPD/DCA arising from these duties.
- B. To the extent that funding is available, a full-time SiteWatch Coordinator shall be hired by the HPD/DCA, to be assisted by HPD/CDA appointed, volunteer SiteWatch Regional Coordinators.
- C. To the extent that funding is available, the County will designate an employee as coordinator for the Program, known as the Santa Fe County SiteWatch Coordinator ("County Coordinator"), to work cooperatively with the SiteWatch Regional Coordinator, and with designated County staff, implementing the Program for lands under the County's jurisdiction.
- D. Under the Program, local volunteers will act as SiteWatch Stewards ("Site Stewards") to assist the SiteWatch Regional Coordinator and the County Coordinator by visiting specifically identified archaeological sites and by assisting with activities related to the preservation and protection of cultural resources as directed by the SiteWatch Regional Coordinator or County Coordinator.
- E. All Site Stewards will be trained and certified by HPD/DCA.
- F. The County Coordinator will execute separate volunteer agreements with certified Site Stewards to enable visitation of specific archaeological sites within the County's jurisdiction. Volunteers are considered Site Stewards only for the site(s) for which they possess executed, specific volunteer agreements.
- G. Upon execution of any County volunteer agreement under the Program, the County shall provide the SiteWatch Regional Coordinator, and Site Stewards with appropriate identification that authorizes visitation of designated sites within Santa Fe County pursuant to this MOU.
- H. Site Stewards will periodically visit and observe designated sites within Santa Fe County. Any unauthorized disturbance observed at these sites shall be reported as directed under the Program procedures developed by the Parties to this MOU. The SiteWatch Regional Coordinator, County Coordinator and SiteWatch Stewards shall not act in any law enforcement capacity, nor shall they intervene in any third party actions on behalf of the County.

V. AUTHORITIES

A. HPD/DCA enters this MOU pursuant to its authority under the Cultural Properties Act, NMSA 1978, Section 18-6-1 through 18-6-17 (2004), the Cultural Properties Protection Act, NMSA 1978, Section 18-6A-1 through 18-6A-6 (2004), as well as the National Historic Preservation Act of 1966, 16 U.S.C. Section 470 et. seq., as amended.

B. The County enters this MOU pursuant to NMSA 1978, Sections 18-6A-4(E), 18-6A-5 (1993).

VI. RESPONSIBILITIES

The Parties agree to the following duties and responsibilities under this MOU:

A. HPD/DCA shall:

1. Create and administer a SiteWatch Advisory Council, with authority to advise the SHPO and to review Program procedures, standards and overall operations, and to make recommendations for any commendations for outstanding performance by Site Stewards in the Santa Fe County region;

2. Formulate a set of procedures for training and administration of the SiteWatch Program volunteers;

3. Create, implement, and administer a SiteWatch training program;

4. Select and train SiteWatch Program volunteers;

5. Administer SiteWatch Program public information on a statewide level; and

6. Prepare an annual report on the activities and accomplishments of the SiteWatch Program for submission to the Parties of this MOU and the public.

B. SANTA FE COUNTY shall:

1. Identify and supervise an inter-agency coordinator for the volunteer SiteWatch activities on lands under the County's jurisdiction, to be known as the Santa Fe County SiteWatch Coordinator;

2. Designate that the County Coordinator be responsible for:

- (a) Nominating sites to be monitored;

- (b) Developing local operating procedures for scheduling, reporting methods and priorities;

- (c) Providing support to the local SiteWatch Regional Coordinator and Site Stewards; and

- (d) Communicating and working directly with the SiteWatch Regional/Chapter Coordinator;

3. Identify priority sites to be monitored, inventoried, stabilized or recorded, which have been listed on the National Register of Historic Places, have been deemed eligible to be so listed, or otherwise identified as culturally or historically significant sites on County lands;

4. Execute volunteer agreements with Site Stewards to regularly visit identified locations of cultural resources under the County's jurisdiction; and

5. Identify the reporting procedures to be followed, and the agencies or law enforcement officers to be contacted, when any unauthorized disturbance of a cultural resource site on its lands is identified by Site Stewards.

C. BOTH PARTIES shall:

1. Meet, at least annually, to evaluate the effectiveness of the SiteWatch Program, make recommendations, and acknowledge superior performances;

2. Meet more often, if requested by either the SHPO or any of the participating SiteWatch Coordinators.

3. Work together to continually monitor the activities of the Program.

VII. COOPERATIVE PROCEDURES

A. One representative of each Party to the MOU will be appointed to serve as a participating member of the SiteWatch Committee.

C. Members of the Committee will meet as necessary to review Program progress and discuss proposals and plans.

VIII. DURATION

Subject to legislative appropriation and unless otherwise terminated or extended under Clause X(A), this MOU shall remain in effect for five (5) years from the date filed with the Secretary of State and shall be automatically renewed for one additional five (5) year term, upon the end of the original MOU term.

IX. FINANCING

A. Each Party executing a volunteer agreement with SiteWatch Regional Coordinators or SiteWatch Stewards shall be responsible for payment of any expenses so identified in the volunteer agreement, to the extent authorized by law.

B. Each Party assumes the salary and other administrative costs which are attributable to its own employees who perform duties under this MOU.

C. Nothing herein shall be construed as obligating either Party to expend monies in any contract, or other obligation for the future payment of monies, in excess of appropriations authorized by law and administratively allocated for this work.

X. GENERAL TERMS AND CONDITIONS

A. **MODIFICATION AND TERMINATION:** This MOU may be amended, revised, or terminated in writing at any time by the mutual agreement of the Parties. Either Party may terminate its participation in this MOU by providing thirty (30) days written notice to the other Party. Revisions or amendments executed by both Parties are effective upon filing with the Secretary of State.

B. **RECORDS:** All books, accounts, reports, files, and other records relating to this MOU shall be subject to inspection and audit at reasonable times by the Parties to this MOU for five (5) years after termination of the MOU.

1. Upon request of the HPD/DCA, records shall be produced at the SHPO, 228 E. Palace Avenue, Santa Fe, New Mexico 87501.

2. Upon request of the County, records shall be produced at the Santa Fe County Division of Open Space and Trails, 205 Montezuma Avenue, Santa Fe, New Mexico 87501.

C. **EQUAL OPPORTUNITY/NONDISCRIMINATION:** The Program or activities conducted under this MOU will be in compliance with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Executive Order 11246, other nondiscrimination statutes, namely, Section 504, Title IX, and the Age Discrimination Act of 1975, and in accordance with the regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from any agency thereof.

D. **INDEMNIFICATION:** Santa Fe County does not have the authority to indemnify and hold harmless the State of New Mexico from any and all claims, liability, losses, damages, charges, etc. The State of New Mexico does not have the authority to indemnify and hold harmless Santa Fe County from any and all claims, liability, losses, damages, charges, etc. The State of New Mexico shall be responsible for errors, omission and negligence of its employees and Santa Fe County shall be responsible for the errors, omission and negligence of its employees.

No provision of this MOU modifies or waives any sovereign immunity or limitation of liability enjoyed by either of the Parties, or their respective "public employees," at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

E. **OTHER TERMS:** This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, and individuals.

F. **LIMITATIONS:** This MOU shall not be construed to limit or expand the statutory responsibilities beyond those granted by law.

X. SIGNATURE AUTHORITY

A. This Agreement is entered into and is effective as of the date filed with the Secretary of State Office. This document supercedes any previous SiteWatch MOU's between the Parties.

B. By signing below, the signer certifies that he or she has the authority to enter into this MOU and has read the foregoing and agrees to accept the provisions herein.

APPROVED BY:

**New Mexico Historic Preservation Division
Department of Cultural Affairs**

BY: Katherine Slick DATE: 2/22/08
Katherine Slick, State Historic Preservation Officer

Santa Fe County

BY: Roman Abeyta DATE: 2/18/08
 Roman Abeyta, County Manager

APPROVED AS TO FORM

BY: Stephen C. Ross DATE: 2-4-08
Stephen C. Ross, County Attorney